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SERIES II No. 30

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 29 dated 20-10-2022 as follows:—*

- (1) Extraordinary dated 21-10-2022 from pages 2379 to 2380 regarding Notification from Department of Finance.
- (2) Extraordinary (No. 2) dated 21-10-2022 from pages 2381 to 2382 regarding Notification from Department of Law and Judiciary.

### GOVERNMENT OF GOA

#### Department of Civil Supplies and Consumer Affairs

#### Notification

No. DCS/ADCS/CC/DCPC/115/2022-23/2396

In exercise of powers conferred under Section 8 and 9 of the Consumer Protection Act, 2019 (Central Act 35 of 2019) (hereinafter called the said Act), the Government of Goa hereby constitute with immediate effect two District Consumer Protection Councils (hereinafter referred to as the District Council) for North and South Goa Districts for the purpose of the said Act. The District Council shall be an advisory council and consist of the following members, namely:-

Members for the District Consumer Protection Council, North Goa:-

Sr. No.	Member	Designation
1	2	3
1.	The Collector (North Goa)	Chairman.
2.	Addl. Collector I (North Goa)	District Consumer Protection Council Officer.
3.	Superintending Engineer, PWD, Panaji	Member.
4.	Information Officer, Department of Information & Publicity	Member.

1	2	3
5.	Scientist E/Director and Head, Bureau of Indian Standards, Southern Regional Office (Hubli), Chennai	Member.
6.	Director, Directorate of Food & Drugs Administration	Member.
7.	Asst. Controller, Department of Legal Metrology	Member.
8.	Superintending Engineer, North, Department of Electricity	Member.
9.	Dy. Director, Public Health, Directorate of Health (DHS)	Member.
10.	Superintending Engineer, North, Water Resources Department	Member.
11.	Dy. Director, Department of Animal Husbandry and Veterinary Services	Member.
12.	Dy. Director, Directorate of Transport (North)	Member.
13.	Area Manager, North, BSNL, Panaji	Member.
14.	Asst. Registrar of Co-op. Societies	Member.
15.	Dy. Director, Department of Social Welfare	Member.
16.	Dy. SP, Traffic (North)	Member.
17.	SDPO Panaji, Goa Police	Member.
18.	Dy. Director, Directorate of Sports & Youth Affairs	Member.
19.	Dy. Director, Department of Higher Education	Member.
20.	Dy. Director, North Education Zone	Member.
21.	Asst. Commissioner, Department of Commercial Taxes	Member.

1	2	3	1	2	3
22.	Asst. Divisional Officer, Fire and Emergency Services	Member.	3.	Superintending Engineer, PWD, Margao	Member.
23.	Additional Director, Directorate of Municipal Administration	Member.	4.	Information Assistant, Department of Information & Publicity, Margao	Member.
24.	Director, Directorate of Public Grievances	Member.	5.	Scientist E/Director and Head, Bureau of Indian Standards, Southern Regional Office (Hubli), Chennai	Member.
25.	Dy. Director, Directorate of Panchayats, North	Member.	6.	Director, Directorate of Food & Drugs Administration, Panaji	Member.
26.	Managing Director, Kadamba Transport Corporation	Member.	7.	Asst. Controller, Department of Legal Metrology, Margao	Member.
27.	Officer in Charge - All Radio	Member.	8.	Dy. Director, Public Health, Directorate of Health (DHS), Panaji	Member.
28.	Program Director, Doordarshan Kendra	Member.	9.	Superintending Engineer, South, Department of Electricity, Margao	Member.
29.	Representative of the Goa State Schedule Caste Federation	Member.	10.	Superintending Engineer, South, Water Resources Department, Margao	Member.
30.	President, Goa Chamber of Commerce and Industries	Member.	11.	Dy. Director, Department of Animal Husbandry and Veterinary Services, Panaji	Member.
31.	President, Senior Citizen Forum of India	Member.	12.	Dy. Director, Directorate of Transport (South), Margao	Member.
32.	Secretary, Aldona Civic and Consumer Forum	Member.	13.	Area Manager, South, BSNL, Margao	Member.
33.	Secretary, Assagao Civic Consumer Forum	Member.	14.	Asst. Registrar of Co-op. Societies, Margao	Member.
34.	Convenor, Chorao Civic and Consumer Forum	Member.	15.	Dy. Director, Department of Social Welfare, Panaji	Member.
35.	Convenor, Calangute Residents and Consumer Forum	Member.	16.	Dy. SP, Traffic (South), Margao	Member.
36.	Convenor, Nerul Civic and Consumer Forum	Member.	17.	SDPO Margao, Goa Police, Margao	Member.
37.	Convenor, Parra-Verla-Canca Civic and Consumer Forum	Member.	18.	Dy. Director, Directorate of Sports & Youth Affairs, Panaji	Member.
38.	Co-ordinator, Tivim Civic and Consumer Forum	Member.	19.	Dy. Director, Department of Higher Education, Porvorim	Member.
39.	Convenor, Siolim Civic and Consumer Forum	Member.	20.	Dy. Director, South Education Zone, Margao	Member.
40.	Member, Consumer Conciliation Committee	Member.	21.	Asst. Commissioner, Department of Commercial Taxes, Margao	Member.
41.	Asst. Director, Department of Civil Supplies and Consumer Affairs, Panaji	Member Secretary.			
Members for the District Consumer Protection Council, South Goa:-					
Sr. No.	Member	Designation			
1	2	3			
1.	The Collector (South Goa)	Chairman.			
2.	Addl. Collector I (South Goa)	District Consumer Protection Council Officer.			

1	2	3
22.	Asst. Divisional Officer, Fire and Emergency Services, District Fire Station, Margao	Member.
23.	Additional Director, Directorate of Municipal Administration, Panaji	Member.
24.	Director, Directorate of Public Grievances	Member.
25.	Dy. Director, Directorate of Panchayats, South, Margao	Member.
26.	Managing Director, Kadamba Transport Corporation, Porvorim	Member.
27.	Officer in Charge, All India Radio, Panaji	Member.
28.	Program Director, Doordarshan Kendra, Panaji	Member.
29.	Representative of the Goa State Schedule Caste Federation	Member.
30.	President, Goa Chambers of Commerce and Industries	Member.
31.	President, Senior Citizens Forum of India, Margao	Member.
32.	Convenor, Benaulim Residents and Consumer Forum	Member.
33.	Convenor, Betalbatim Civic & Consumer Forum	Member.
34.	Secretary, Cuncolim Civic & Consumer Forum	Member.
35.	Secretary, Davorlim Civic & Consumer Forum	Member.
36.	Secretary, Majorda-Utorda-Calata Residents & Consumer Forum	Member.
37.	Secretary, Navelim Civic & Consumer Forum	Member.
38.	Secretary, Nuvem Civic & Consumer Forum	Member.
39.	Convenor, Raia Civic & Consumer Forum	Member.
40.	Convenor, Velim Civic & Consumer Forum	Member.
41.	Co-ordinator, Paroda-Avedem Civic & Consumer Forum	
42.	Member, Consumer Conciliation Committee	Member.

1	2	3
43.	Asst. Director, Department of Civil Supplies and Consumer Affairs, Panaji	Member Secretary.

The District Council shall meet at such time and place within the District as the Chairman may decide. It shall meet as and when necessary but not less than two meetings should be held in a year.

Any member failing to attend two consecutive meetings of the District Council shall be deemed to have resigned from the council.

The object of the District Council shall be to promote and protect within the District the rights of the consumer.

The District Council may constitute from amongst its members such working group deemed necessary and the working groups so constituted shall perform such functions as may be assigned to them by the Council.

Any resolution passed by the District Council shall be only recommendatory nature.

By order and in the name of the Governor of Goa.

**Gopal A. Parsekar**, Director (Civil Supplies and Consumer Affairs) & ex officio Joint Secretary.

Panaji, 19th October, 2022.



### Department of Co-operation Office of the Registrar of Co-operative Societies

#### Order

No. 50/3(58)/Elec/Gen/61(1)/RCS/2008/2551

Read: Circular No. 50/3(58)/Elec/Gen/61(1)/RCS/2008 dated 29-10-2014 reproduced as Annexure A to this Order.

(Under Section 69 of the Goa Co-operative Societies Act, 2001)

In exercise of the powers conferred upon the undersigned Registrar of Co-operative Societies under Section 69 of the Goa Co-operative Societies Act, 2001 (Act No. 36 of 2001) and to ensure proper implementation of Co-operative provisions, proper management of the business of all the Co-operative Societies functioning in the State of Goa this Order is hereby issued as under.

This office vide Circular referred above enclosed as Annexure A herewith, had fixed the duties and responsibilities of the Assistant Election Officer, Returning Officer to be discharged while conducting elections to the Board of Directors of

the Co-operative Societies. Point Nos. 13 & 14 of said Circular had laid down the scales of honorarium that may be paid to the Officials/Officers engaged for conduct of the elections.

The Government has reconsidered this issue of payment of honorarium in the light of provisions of Rule 52 of the Goa Co-operative Societies Rules, 2003 the extracts of which are reproduced hereinbelow.

The Rule 52(g)(ii) of the Goa Co-operative Societies Rules, 2003 states that,

*"The expenses of holding of any election to such society, including payment of travelling allowances, daily allowance and other remuneration if any, to the persons appointed to exercise the powers and perform the duties in respect of election shall be borne by such society concerned. For this purpose, the Registrar or the Chief Election Officer or the Assistant Election Officer may call upon such society to deposit in the Co-operative Societies Election Fund, such amount as he considers necessary for the conduct of elections within such period as may be directed by the Registrar".*

The above provision does not provide for payment of any honorarium to the Department Officials/Officers engaged for conduct of the election. It is also noted that it is a regular duty and function of the Officials/Officers working in this department to conduct periodic elections/audits, etc. of the Co-operative Societies under their respective jurisdictions. Hence, this is a part and parcel of daily normal routine office work/field work and does not qualify for grant of any honorarium.

The above stated provisions of Rules clearly provide that the persons appointed for election duties are eligible to claim T.A./D.A. and the expenditure towards this T.A./D.A. is to be borne by the concerned Society whose elections are being held.

Hence the practice of payment of honorarium to the department officials/officers engaged for conduct of the elections of co-operative societies is reconsidered and the contents of point No. 13 & 14 of said office Circular No. 50/3(58)/Elec/Gen/61(1)/RCS/2008 dated 29th October, 2014 stand deleted with immediate effect and all other points of said Circular remain unchanged.

It is further directed that all department Officials/Officers engaged for conduct of the elections of Co-operative Societies shall be eligible to draw Travelling Allowance/Daily Allowance as per T. A./D.A. Rules in force as applicable to Government Servants. The T.A./D.A. Bill shall be

prepared in prescribed Forms as provided under T A/DA Rules and after passing of the Bill, instead of sending bill for payment to Directorate of Accounts, the amount shall be paid from Co-operative Election Fund like all other election expenditure.

This issues with the approval of the Government conveyed vide U.O. No. 536/F dated 20-10-2022.

**Vishant S. N. Gaunekar**, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).  
Panaji, 21st October, 2022.

#### ANNEXURE "A"

##### Circular

No. 50/3(58)/Elec/Gen./61(1)/RCS/2008

Sub.: Election to Board of Directors of Co-op. Societies.

Ref.: (i) 50/3 (58)/Elec/General/61 (1)/RCS/2008/567 dated 22-05-2012.

(ii) Letter No. 50/3(37)/Elec/General/61(1)/RCS/2008/2674 dated 14-1-2009.

In terms of Section 66 of the Goa Co-operative Societies Act, 2001, the election of Co-operative Societies having paid up share capital of Rs. 25.00 lakhs and above were being held or caused to be held by this office.

Whereas, now in terms of 97th amendment to the Constitution of India passed and published in the Official Gazette of Government of India, the election to the Board of Directors invariably of all the Co-operative Institutions in the Country needs to be conducted by the independent Authority/Registrar of Co-operative Societies.

And whereas, an independent Authority to conduct the election to the Board of Directors of the Co-operative Societies have not been set up as yet. However, this office holds such elections through the administrative machinery at the disposal of the undersigned naming Election Cell, North Goa District and South Goa District, and Dy. Registrar of Co-op. Societies (Tech.) is appointed as Chief Election Officer.

And whereas, the issues in relation to ceiling of Election expenses like publication of notice, and Election programme in the daily newspaper, stationery, remuneration to the election officers/staff was under discussion of this office in view of conducting the process of Election to Board of Directors invariably in respect of all societies irrespective of its membership or share capital.



After having been analyzed the position of various types of societies, their nature of operation, financial standings, members capacity to share the expenses, socio-economic functioning etc. the following guidelines are issued:-

1. The Returning Officer appointed by Chief Election Officer/Asstt. Election Officer shall perform all the functions of the Election Officer under the Goa Co-op. Societies Act and Rules in the case of the societies having limited resources and membership. However, he may engage the services of a Jr. Auditor/LDC under his control to assist him in conducting the election.
2. Depending upon the turnover and the membership of the housing societies, the AEO/RO shall take a decision of requirement of funds and staff and accordingly with the approval of the CEO/AEO requisition the staff and collect the funds.
3. The election notice and the election programme in respect of Housing Co-op. Societies, Pani Vatap Societies, Self Help Groups and Dairy Societies with minimum resources shall be affixed on the notice board of the society instead of publishing it in the local newspaper, if it is financially not feasible.
4. It shall be ensured that minimum expenditure is incurred on stationery and travelling while conducting the election, especially of Housing co-op. Societies, Pani Vatap Societies, Self Help Groups and Dairy Societies with minimum resources.
5. The Chief Election Officer by a standing order, appoint all the concerned Zonal Asstt. Registrars within their jurisdiction as Asstt. Election Officers and entrust them the responsibility of conducting the election of Co-op. Societies functioning under their respective jurisdiction. The ARCS, Election Cell, North and South Goa District shall be appointed within their jurisdiction as Asstt. Election Officer and entrust them the responsibility of conducting the election of co-op. societies having its area of operation confined to North Goa District, South Goa District and the entire State of Goa with its Head Quarters located within the jurisdiction of their respective control. However, the CEO may appoint any ARCS as Asstt. Election Officer and entrust the responsibility of

conducting the election of any such society, if he is satisfied that circumstances exist for such appointment.

6. The AEO so appointed shall ensure that the elections of the Co-operative Societies under his jurisdiction are held in accordance with the procedure laid down in the Goa Co-operative Societies Act, 2001 and the Bye-laws of the respective Society.
7. The AEO/RO shall ensure that the election duties are equally distributed/allotted to all the eligible staff functioning under their jurisdiction.
8. Where the election of more than one society is declared, it shall be ensured that same staff is not appointed as RO on multiple societies at a time to avoid hampering of his/her day to-day office work.
9. The election of the societies, whenever it is practicable shall be conducted from the office of the AEO/RO, except in such cases, where, the AEO/RO/ARO feels that the election cannot be conducted from the office of AEO/RO due to the long distance between the office of society and the office of the AEO/RO etc.
10. The minimum funds to be deposited by the society for the conduct of election shall be in the following manner:
 

a) Housing Societies	Rs. 6,000/-
b) Dairy Societies	Rs. 6,000/-
c) V.K.S. Societies	Rs. 15,000/-
d) Salary Earners Societies	Rs. 30,000/-
e) Urban Credit Societies	Rs. 50,000/-
f) Urban Banks	Rs. 1,50,000/-

The AEO/RO shall assess the requirement of funds on the basis of membership share capital, area of operation, number of proposed polling stations and turnover of the society and if the requirement is more than the limit prescribed above, the same shall be collected from the society with the approval of CEO.

13. The honorarium to be paid to the officials/officers engaged for conduct of the election of the societies having paid-up share capital of more than Rs. 25.00 Lakhs shall be as under:-

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1. Chief Election Officer	Rs. 2,500/-
2. Asstt. Election Officer	Rs. 2,000/-
3. Returning Officer	Rs. 1,500/-
4. Asstt. Returning Officer	Rs. 1,000/-
5. LDC	Rs. 750/-

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6. Peon	Rs. 500/-
7. Polling Staff:	
a) Presiding Officer	Rs. 500/- P. day.
b) Polling Officer	Rs. 400/- P. day.
c) Other Staff	Rs. 300/- P. day.

In case the elections to Board of Directors of societies are not held/declared unopposed, the payment of 50% of the above scale shall be paid to the officials/officers engaged for election work.

14. The honorarium to be paid to the officials officers/engaged for conduct of election of the societies having paid-up share capital of less than Rs. 25.00 Lakhs shall be as under:-

1. Chief Election Officer	Rs. 1,200/-
2. Asstt. Election Officer	Rs. 1,000/-
3. Returning Officer	Rs. 800/-
4. Asstt. Returning Officer	Rs. 700/-
5. LDC	Rs. 500/-
6. Peon	Rs. 300/-
7. Polling Staff:	
a) Presiding Officer	Rs. 300/- P. day.
b) Polling Officer	Rs. 250/- P. day.
c) Other Staff	Rs. 200/- P. day.

In case of elections to Board of Directors of societies are not held/declared unopposed, the payment of 50% of above scale shall be paid to the officials/officers engaged for election work.

15. The fees towards the election form shall be uniformly fixed at Rs. 20/-.

These guidelines supersedes all the directions/instructions issued earlier in this context.

*J.B. Bhingui*, Registrar (Co-operative Societies) & ex officio Joint Secretary.

Panaji, 29th October, 2014.

#### Notification

No. 42/4/2022/GEN/TS/RCS/2504

- Read: 1. Notification No. 42/4/2008/TS/RCS/2200 dated 30-09-2020 published in Official Gazette, Series II No. 28 dated 08-10-2020;
2. Order No. 42/4/2008/TS/RCS/2201 dated 30-09-2020 issued by Registrar of Co-op. Societies, Government of Goa, Panaji-Goa;
3. Memorandum No. 42/4/2008/TS/RCS/ /2022-23/1388 dated 01-08-2022.

In exercise of the powers conferred under Section 4 read with Section 123B of the Goa

Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) (hereinafter referred to as "Act") and in furtherance of the delegation of powers made vide Notification dated 30-09-2020 read at No. 1 above, and in the public interest to streamline the functioning of all zonal offices of Astt. Registrar of Co-operative Societies, the following conditions are hereby imposed on the exercise of delegated powers of Registrar by the Assistant Registrars and Co-operative Officers within their respective jurisdiction as under:

- 1) At each Zonal Office, every registered Society shall be placed under the jurisdiction of the Assistant Registrar of Co-operative Societies (ARCS) or the Co-operative Officer (CO) who shall be referred as the "Unit Incharge" of the respective Society;
- 2) The Unit Incharge shall be responsible to ensure that Society under his/her charge complies with all provisions of the Act and the Goa Co-operative Societies Rules, 2003 (hereafter referred to as "Rules");
- 3) The Unit Incharge shall be responsible to process and take action in accordance with Act/Rules on all correspondence/ /commissions/omissions in respect of the Societies under his charge. Hence, all matters pertaining to any Society shall be dealt with and decided by one single authority i.e. Unit Incharge exercising the powers as vested/ delegated under the Law from time to time. Thus, for any given Society from the time of granting registration till all further statutory compliances and if need be, till its de-registration/liquidation/winding up, etc. will be dealt with by a single authority i.e. concerned Unit Incharge;
- 4) In the matters where the Unit Incharge is not delegated with any particular power under Act/Rules, then in such an event the Unit Incharge shall be duty bound to prepare a detailed report of the non-compliance/ /commission/omission, etc. by the Society under his/her charge and submit the report to the authority which is competent under the Law to exercise said power;
- 5) In view of above directions, the present set-up at respective Zonal Offices i.e., having separate sections like Audit, Election, Technical, Inspection and Planning shall be discontinued with immediate effect and the functions of all the above discontinued sections shall be carried out by the respective Unit Incharge independently in respect of Societies under their respective charge;

- 6) The Asstt. Registrar of Co-operative Societies (ARCS) working in the Zonal Office who is designated as Head of Office under the Goa Delegation of Financial Powers Rules, 2008 shall be the administrative head of the zonal office and shall continue to function as Drawing and Disbursing Officer (DDO) and shall be responsible to carry out all day to day administrative functions relating to Zonal Office. The Establishment and Accounts sections of zonal office shall be under the direct control of such ARCS as Head of Office and the Head Clerk posted in Zone shall work under him/her being the Sectional Head of Admin/EST sections;
- 7) The ARCS who is the Head of Office of Zone shall be the single authority for processing the applications for registration of a new society in accordance with Act and Rules. Once any new Society is registered and Code Symbol is allotted, the ARCS shall assign it to a Unit Incharge who could be either himself or any other ARCS or CO posted in the zone. Once a Society is allotted/assigned to a Unit Incharge, all further monitoring/compliances in respect of said Society shall be the duty of said Unit Incharge;
- 8) The Head of Office is hereby authorized to allot/assign the Societies registered in a Zone to all ARCS and COs posted in said Zone on equitable grounds and taking into consideration the availability of resources, manpower, etc. at the disposal of each ARCS/CO working in the Zonal Office. The Head of Office may for valid reasons alter the allotment/assignment by issuing a revised Office order re-distributing the Societies amongst the Unit Incharge in the Zone. A copy of every such order issued shall be marked to the Registrar and delivered at Head Office within 3 working days from the date of issue;
- 9) The respective Unit Incharge shall be the Unit Head of all Societies under his/her charge and shall work independently in the matter of units allotted to them and take all decisions within the powers delegated vide Notification referred to hereinabove, without any interference. Every decision made in respect of every Society shall be a reasoned decision and after following the statutory prescribed procedure as well as by adhering to the principles of natural justice;
- 10) For every Society registered in a Zone, under the respective Unit Incharge, there shall be one "Sub-Unit Incharge" who shall assist the Unit Incharge to process and take action in accordance with Act/Rules on all correspondence/commissions/omissions in respect of the Societies under his charge;
- 11) The respective Sub-Unit Incharge shall be responsible to work as Dealing Hand in respect of Societies allotted to his/her sub-unit and shall maintain all the records pertaining to said Societies in his custody at zonal office;
- 12) The Head of Office of Zone shall issue a work distribution order allotting/assigning Societies to a Sub-Unit Incharge. Any one Official of the rank of Senior Auditor, U.D.C., Audit Assistant, Junior Auditor, Junior Steno, L.D.C., etc. shall be designated as Sub-Unit Incharge for one Society. Thus, each Society shall have 1 Unit Incharge and 1 Sub-Unit Incharge at Zonal Office. The concerned Sub-Unit Incharge shall ensure the disposal of tapal within the reasonable time keeping in view the directions issued by the Government from time to time vide various notifications and orders. The timelines laid down under Act/Rules/Circulars/Orders, etc. shall be strictly followed and in cases where there is no statutory timeline, it shall be ensured by Sub-Unit Incharge that each correspondence is put up to Unit Incharge within 5 working days from the date of receipt of tapal from Inward section;
- 13) The respective Unit Incharge shall monitor the functioning of the Sub-Unit Incharge under their control by taking weekly review and ensure that all the tapal is disposed within seven working days, unless a shorter period is prescribed under the Act/Rules or any other standing instructions;
- 14) The Establishment section shall maintain record of the inward and outward flow of all correspondence/files/registers/applications, etc. received in the office and shall be responsible for distribution of the same among the Unit Incharge as per the remarks/instructions of the administrative Head of Office i.e. Asst. Registrar of Co-op. Societies;
- 15) The Head of Office shall ensure that all correspondence is delivered to respective Unit Incharge within shortest possible duration and in any case within 2 working days from the date of receipt at Inward Counter. Once the tapal/correspondence/files/proposals etc. are received by Unit Incharge, he/she shall



immediately mark it to respective Sub-Unit Incharge for putting up on concerned file for processing;

- 16) The Head of Office shall assess the work allotment of respective Unit Incharge and Sub-Unit Incharges at the end of every financial year and may change the unit allotments as per need;
- 17) After every 5 years, the allotment/assignment of Societies amongst Unit Incharges may be changed on rotation basis so as to maintain transparency and healthy work environment. The copy of the re-allotment order shall be endorsed to the Registrar and shall be delivered at H.O. within 3 working days from the date of issue;
- 18) Any Society at its General Body Meeting requires the departmental Auditor for conducting the statutory audit under Section 74(3) of the Goa Co-operative Societies Act, 2001, then the General Body shall not select any departmental Auditor by name, but simply adopt resolution requesting the "Unit Incharge" to appoint any Sr. Auditor or Jr. Auditor of the Co-operative Department for conducting the statutory audit. Upon receiving such a request, the "Unit Incharge" shall issue an order appointing "Sub-Unit Incharge" of said society or such other competent Sr. Auditor or Jr. Auditor in consultation with the head of the office of the zone.
- 19) The performance of the respective Unit Incharge and the Sub-Unit Incharge shall be strictly evaluated on the basis of the completion/achievement of planned work within timeline. The ACR/APAR of the Officer/Officials shall be assessed on the basis of their performance shown in the respective units. The benchmark for grading the assessment shall be fixed on the basis of the tasks completed and by analyzing the output shown in the achievement;
- 20) The Head of Office shall ensure that all reports/data requisitioned by Head Office shall be made ready by respective Unit Incharge with assistance of Sub-Unit Incharge in respect of Societies under their charge and the Head of Office shall be responsible to collate the same and ensure timely submission to Head Office.

**Vishant S. N. Gaunekar**, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-op.).

Panaji, 18th October, 2022.

Office of the Asstt. Registrar of Co-operative Societies

No. 157/139/2022/TS/NZ/2210/265

- Read: 1) Registration No. AR/NZ/VNCCHMCL/2020/1495 dated 04-01-2021.
- 2) Appeal No. 16/2021 before Asstt. Registrar of Co-op. Societies, North Zone, Mapusa.
  - 3) Co-op. Appeal No. 41/2021 before the Hon'ble Co-operative Tribunal, Panaji-Goa.

Whereas, The Vidya Nagar Colony Co-op. Housing Maintenance Society Ltd., at Vidya Nagar Colony, Khorlim, Mapusa, Bardez-Goa has been registered with this office on 04-01-2021 under code symbol No. ARCS/NZ/HSG/506(d)/Goa with the main objects to maintain, manage and administer the property of the Society and it is classified as "Co-operative Housing Maintenance Society" in terms of Rule 8(1)(7) and sub-classified as "Co-operative Housing Maintenance Society" under sub-rule 7(d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

And whereas, Shree Meghashyam A. Gawande has filed an application under Section 19 read with Section 20 of the Goa Co-operative Societies Act, 2001, before this authority on 01-04-2020.

And whereas, this authority after hearing the parties concerned has dismissed the above said application vide order dated 19-11-2021.

And whereas, aggrieved with the order dated 19-11-2021 passed by this authority Shree Meghashyam A. Gawande filed an appeal before the Hon'ble Co-operative Tribunal, Panaji.

And whereas, the Hon'ble Co-operative Tribunal, Panaji in its finding has observed that there is procedural illegality in registering the society of the plot owners as a Co-operative Housing Maintenance Society as, such a society can be formed only by owners of flats, shops, etc., in a building and not by owners of independent plots.

And whereas, the Hon'ble Co-operative Tribunal has passed an order dated 03-06-2022 where in the Hon'ble Co-operative Tribunal has allowed the appeal and passed the following order.

- a) The appeal is allowed.
- b) The impugned Judgment and Order dated 19-11-2021 passed by Assistant Registrar of Co-operative Societies, North Zone, Mapusa-Goa in Case/Appeal No. 16/2021 is quashed and set aside.



c) Consequently, the application for de-registration of the Respondent No. 1 society under Section 20 of the Goa Co-operative Societies Act and for cancellation of the registration of the Respondent No.1 society under Section 19 of the Goa Co-operative Societies Act is granted.

d) The Assistant Registrar shall de-registrar the Respondent No. 1 society and cancel its registration within a period of 45 (forty five) days from the date of receipt/production of certified copy of this Judgment.

e) The miscellaneous application for stay does not survive the disposal of the Appeal and hence, the said application is disposed off.

In view of above, and in compliance with order dated 03-06-2022 of the Hon'ble Co-operative Tribunal, Panaji, I pass the following order:-

#### Order

In exercise of powers vested in me under Section 20 of the Goa Co-op. Societies Act, 2001, I, Harish S. Naik, Asstt. Registrar of Co-op. Societies, North Zone, Mapusa hereby de-register the "Vidya Nagar Colony Co-op. Housing Maintenance Society Ltd., at Vidya Nagar Colony, Khorlim, Mapusa, Bardez-Goa" which has been registered with this office on 04-01-2021 under code symbol No. ARCS/NZ/HSG/506(d)/Goa and appoint Shri Sandesh S. Desai, Jr. Auditor as an official assignee under Section 20(2) and the official assignee shall follow the procedure as laid down under Section 20(3) of the Goa Co-operative Societies Act, 2001.

The Board of Directors shall hand over the complete charge of the society to the official assignee.

*Harish S. Naik*, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 6th October, 2022.

Court of the Principal District & Sessions Judge, North Goa

#### Order

No. DSC/PR/304/2022/10127

On the recommendation of the Departmental Promotion Committee (D.P.C.) and in pursuance of the approval of the Hon'ble High Court (Appellate Side), Bombay, as conveyed by the Registrar (Inspection-I), vide their letter No. B(Gen)-5601/57/

/2022/1955 dated 12th October, 2022, as required under the Recruitment Rules, Smt. Celina Pereira, Superintendent, attached to the Court of the Principal District & Sessions Judge, North Goa, Panaji is hereby promoted and appointed to the post of Registrar/Chief Administrative Officer, a Group "A" Gazetted post, on regular basis, in the pay matrix of Level-10 and posted as such in the District & Sessions Court, North Goa, Panaji, against the post of Smt. Maria Antonetta Dias, Registrar/Chief Administrative Officer, retired on superannuation w.e.f. 31-07-2022.

The pay of Smt. Celina Pereira shall be fixed as per rules in force.

The expenditure in respect of the above post shall be debited to Demand No. 3, Budget Head "2014—Administration of Justice, 00, 105—Civil and Sessions Courts, 02—District and Sessions Judge (North Goa), 01—Salaries" (Non-Plan) (Voted)".

The order of promotion/appointment of Smt. Celina Pereira is issued, as per the instructions contained in the above referred letter of the Hon'ble High Court of Bombay.

*Sherin G. Paul*, Principal District Judge and Sessions Judge, North Goa.

Panaji, 18th October, 2022.

Department of Education, Art & Culture

Directorate of Education

#### Order

No. DE/AE/51/23/2015-16/227

In supersession of Order No. DE/AE/51/23/2015-16/552 dated 21-12-2018, Government is pleased to reconstitute the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim with immediate effect as below:-

- |  |             |
|--|-------------|
| 1. Shri Sidharth Sripad Kuncalienkar, r/o. 'Sharda' Building, Boca-De-Vaca, Panaji-Goa | — Chairman. |
| 2. Secretary (Finance), Government of Goa  | — Member.   |
| 3. Secretary (Education), Government of Goa  | — Member.   |
| 4. Secretary (Health), Government of Goa   | — Member.   |
| 5. Secretary (Social Welfare), Government of Goa                                       | — Member.   |
| 6. HOD—Orthopedics, Goa Medical College  | — Member.   |

7. HOD-ENT, Goa Medical College — Member.
8. Principal, Sanjay Centre for Special Education — Special Invitee.
9. Member Secretary of the Sanjay Centre for Special Education Goa — Member Secretary.

The tenure of the newly constituted the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim shall be for the period of 3 years w.e.f. 03-10-2022.

The Board shall meet at least three times in a year. The non-official members shall be entitled for TA/DA as per Rules which will be met from the funds of the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim.

By order and in the name of the Governor of Goa.

*Shailesh R. Sinai Zingde*, Director (Education).  
Porvorim, 17th October, 2022.

## Department of Environment & Climate Change

### Notification

No. 5/20/87-ENVT&CC/Part-I/935

In exercise of powers conferred by Section 40(3) of the Water (Prevention & Control of Pollution) Act, 1974, the Government of Goa on the advice of the Comptroller and Auditor General of India, vide their letter No. /CA.V/FRM/GOA,O/1421 dated 09-09-2022 hereby appoints S C Shere Rane & Co. (WR2324), 13, Sapana Centre, D.V. Road, Church Square, Panaji-403001, as the Auditors of the Goa State Pollution Control Board (GSPCB), Opp. Saligao Seminary, Saligao, Bardez-Goa, for the financial years 2021-2022 & 2022-2023 on the fixed remuneration/fees of Rs. 50,000/- (Rupees fifty thousand only) with exclusive of GST.

By order and in the name of the Governor of Goa.

*Dasharath M. Redkar*, Director (Environment & CC)/ex officio Jt. Secretary.  
Panaji, 26th October, 2022.

## Department of General Administration

### Notification

No. 37/3/2022-GAD-III/3661

The Government of Goa is pleased to direct that the days specified in the Annexure-I shall be observed as Public Holidays and the days specified in the Annexure-II as Special Holidays in all Government Offices in the State of Goa during the year 2023 (Saka 1944-1945). All Government Offices will be functional on Special Holidays except if the Special Holidays occur on Saturday or Sunday.

2. In addition to the Holidays specified in Annexure-I and Annexure-II, employees are permitted to avail of any two holidays from the list of Restricted Holidays specified in Annexure-III for the year 2023.

3. The Government is also pleased to declare Commercial and Industrial Holidays for the Commercial and Industrial Workers in Goa, as specified in Annexure-IV for the year 2023.

4. Further, in exercise of the powers conferred under explanation to Section 25 of the Negotiable Instrument Act, 1881 (Act 26 of 1881) read with Government of India, Ministry of Home Affairs, New Delhi, vide Notification No. U.11030/2/73-UTL dated 28-6-1973, the Government of Goa is also pleased to declare the days specified in Annexure-V as Bank Holidays in the State of Goa for the year 2023.

By order and in the name of the Governor of Goa.

*Shaila G. Bhosle*, Under Secretary (GA-I).  
Porvorim, 19th October, 2022.

### ANNEXURE-I

#### List of Public Holidays for the Year 2023

Sr. No.	Holidays	Date	Saka	Days of the Week
1	2	3	4	5
1.	Republic Day	January 26	Magha 06	Thursday
2.	Holi	March 07	Phalguna 16	Tuesday
3.	Gudi Padava	March 22	Chaitra 01	Wednesday

1	2	3	4	5
4.	Good Friday	April 07	Chaitra 17	Friday
5.	Birth Anniversary of Dr. Babasaheb Ambedkar	April 14	Chaitra 24	Friday
6.	Id-UI Fitr*	April 22	Vaisakha 02	Saturday
7.	May Day	May 01	Vaisakha 11	Monday
8.	Id-UI-Zuha (Bakri Id)*	June 29	Ashadha 08	Thursday
9.	Independence Day	August 15	Sravana 24	Tuesday
10.	Ganesh Chaturthi (1st Day)	September 19	Bhadra 28	Tuesday
11.	Ganesh Chaturthi (2nd Day)	September 20	Bhadra 29	Wednesday
12.	Gandhi Jayanti	October 02	Asvina 10	Monday
13.	Dussehra (Vijaya Dashmi)	October 24	Kartika 02	Tuesday
14.	Diwali (Deepavali)	November 12	Kartika 21	Sunday
15.	Feast of St. Francis Xavier	December 04	Agrahayana 13	Monday
16.	Goa Liberation Day	December 19	Agrahayana 28	Tuesday
17.	Christmas Day	December 25	Pausa 04	Monday

\* The Holiday mentioned at Sr. No. 6 & 8 are subject to appearance of moon.

## ANNEXURE-II

## List of Special Holidays for the Year 2023

Sr. No.	Holidays	Date	Saka	Days of the Week
1.	Mahashivratri	February 18	Magha 29	Saturday
2.	Milad-Un-Nabi or Id-e-Milad (Birthday of Prophet Md.)	September 26	Asvina 04	Tuesday

N.B.:-

1. Special Holiday at Sr. No. 1 falls on Saturday as such request for Special Holiday on this day or in lieu of this does not arise.
2. Special Holiday at Sr. No. 2 applied shall be necessarily sanctioned. In case where the employees do not avail of the Special Holiday on the designated day, the holiday may be availed of on any working day during the calendar year 2023 only.
3. Special Holiday mentioned at Sr. No. 2 is subject to appearance of the moon.
4. Special Holiday can be prefixed or suffixed to any kind of leave.

## ANNEXURE-III

## List of Restricted Holidays for the Year 2023

Sr. No.	Holidays	Date	Saka	Days of the week
1	2	3	4	5
1.	New Year Day	January 01	Pausa 11	Sunday
2.	Makarsankranti	January 15	Pausa 25	Sunday
3.	Feast of St. Joseph Vaz	January 16	Pausa 26	Monday
4.	Guru Ravi Das Birthday	February 05	Magha 16	Sunday
5.	Shivaji Jayanti	February 19	Magha 30	Sunday
6.	Ram Navani	March 30	Chaitra 09	Thursday
7.	Mahavir Jayanti	April 04	Chaitra 14	Tuesday
8.	Maundy Thursday	April 06	Chaitra 16	Thursday
9.	Vaisakhi/Vishu	April 14	Chaitra 24	Friday
10.	Budha Purnima	May 05	Vaisakha 15	Friday
11.	Feast of Sacred Heart of Jesus	June 16	Jyaishta 26	Friday
12.	Muharam	July 29	Sravana 07	Saturday



1	2	3	4	5
13.	Onam	August 29	Bhadra 07	Tuesday
14.	Raksha Bandhan	August 30	Bhadra 08	Wednesday
15.	Janmashtami	September 06	Bhadra 15	Wednesday
16.	Hartalika	September 18	Bhadra 27	Monday
17.	All Souls Day	November 02	Kartika 11	Thursday
18.	Govardhan Puja	November 14	Kartika 23	Tuesday
19.	Bhaubij	November 15	Kartika 24	Wednesday
20.	Guru Teg Bahadur Martydom Day	November 24	Agrahayana 03	Friday
22.	Guru Nanak's Birthday	November 27	Agrahayana 06	Monday
23.	Feast of Immaculate Conception of Mary	December 08	Agrahayana 17	Friday
24.	Christmas Eve	December 24	Pausa 03	Sunday
24.	New Year's Eve	December 31	Pausa 10	Sunday

## ANNEXURE-IV

**List of Commercial & Industrial Holidays for the Year 2023**

Sr. No.	Holidays	Date	Saka	Days of the week
1	2	3	4	5
1.	Republic Day	January 26	Magha 06	Thursday
2.	Birth Anniversary of Dr. Babasaheb Ambedkar	April 14	Chaitra 24	Friday
3.	May Day	May 01	Vaisakha 11	Monday
4.	Independence Day	August 15	Sravana 24	Tuesday
5.	Ganesh Chaturthi (1st day)	September 19	Bhadra 28	Tuesday
6.	Gandhi Jayanti	October 02	Asvina 10	Monday
7.	Diwali (Deepavali)	November 12	Kartika 21	Sunday
8.	Goa Liberation Day	December 19	Agrahayana 28	Tuesday
9.	Christmas Day	December 25	Pausa 04	Monday

According to the decision communicated by Government of India, Ministry of Finance in Memorandum No. F.8 (7) EST (SPI) dated 7th November, 1963, casual employees including daily rated staff will be entitled to paid holidays, if they are in service on the preceding and succeeding working days.

## ANNEXURE-V

**List of Bank Holidays for the Year 2023**

Sr. No.	Holidays	Date	Saka	Days of the week
1	2	3	4	5
1.	Republic Day	January 26	Magha 06	Thursday
2.	Holi	March 07	Phalguna 16	Tuesday
3.	Gudi Padava	March 22	Chaitra 01	Wednesday
4.	Yearly Closing of Accounts	April 01	Chaitra 11	Saturday
5.	Good Friday	April 07	Chaitra 17	Friday
6.	Birth Anniversary of Dr. Babasaheb Ambedkar	April 14	Chaitra 24	Friday

1	2	3	4	5
7.	Id-UI Fitr*	April 22	Vaisakha 02	Saturday
8.	May Day	May 01	Vaisakha 11	Monday
9.	Id-UI-Zuha (Bakri Id)*	June 29	Ashadha 08	Thursday
10.	Independence Day	August 15	Sravana 24	Tuesday
11.	Ganesh Chaturthi (1st Day)	September 19	Bhadra 28	Tuesday
12.	Ganesh Chaturthi (2nd Day)	September 20	Bhadra 29	Wednesday
13.	Gandhi Jayanti	October 02	Asvina 10	Monday
14.	Dussehra (Vijaya Dashmi)	October 24	Kartika 02	Tuesday
15.	Diwali (Deepavali)	November 12	Kartika 21	Sunday
16.	Feast of St. Francis Xavier	December 04	Agrahayana 13	Monday
17.	Goa Liberation Day	December 19	Agrahayana 28	Tuesday
18.	Christmas Day	December 25	Pausa 04	Monday

\* The holiday mentioned at Sr. Nos. 7 & 9 are subject to appearance of moon.

## Department of Home Home—General Division

### Order

No. 10/06/2022-HD(G)/8281

In pursuance to Notification No. 10/06/2022-HD(G)/7808 dated 09-09-2022, in exercise of the powers conferred by sub-section (1) of Section 3 of the Commissions of Inquiry Act, 1952 (Act No. 60 of 1952), vide Order No. 10/06/2022-HDCG/7808 dated 09-09-2022, the Government of Goa has appointed Commission of Inquiry consisting of Hon'ble Mr. Justice V. K. Jadhav, for the purpose of making an inquiry into various complaints/FIRs regarding illegal land transfer/land grabbing by way of forged documents that have taken place in the State of Goa.

2. The terms and conditions of service with regards to the appointment of Chairman shall be as under:

- The Chairman shall be entitled for salaries and allowances as last drawn by him as Judge of High Court provided that if the Chairman at the time of appointment is in receipt of pension in respect of any previous service, his/her salary in respect of the service as the Chairman, shall be reduced by the amount of that pension.
- The Chairman shall be entitled to a monthly sumptuary allowance of Rs. 27000/- (Rupees twenty seven thousand only) per month.
- The Chairman shall be entitled without payment of rent to the use of an official residence of "F-type Category". He is entitled

to free furnishings including electrical appliances in his official residence, the value of which does not exceed Rs. 1.5 Lakh. He is also entitled without payment of rent to the use of furnished residence throughout the term of his office and for a period of one month immediately thereafter and no charge shall fall on him personally in respect of the maintenance of such residence.

For this purpose, residence includes the staff quarters and other buildings appurtenant thereto and the garden thereof and maintenance in relation to a residence includes the payment of local rates and taxes and electricity and water. The reimbursement/ payment of charges on account of water and electricity consumed at his official residence shall not exceed 3600 kilolitres of water and 10,000 units of power per annum. Where, for any reason, the Chairman does not avail himself of the use of an official residence, he may be paid every month an allowance equivalent of an amount of 30% of his pay plus dearness pay as HRA in lieu of rent-free official residence.

- The Chairman of the Commission shall be entitled for telephone facility as follows:
  - Two telephone lines at the residence, one with STD/ISD and one for internet; and
  - Two free mobile connections (02 mobile instruments to the extent of Rs. 10,000/-).

The maximum monthly charges for use of land line phone, mobile phone and internet (including incidental) to be fixed at Rs. 20,000/-.

- v. The Chairman of the Commission shall be entitled to one laptop, one printer, one photocopier machine and other peripherals.
- vi. The Chairman and the dependent members of his family shall be entitled to such facilities for medical treatment and for accommodation in hospitals as prescribed as per Rule 2 of High Court Judges Rules, 1956, the rules and provisions as applicable to a Cabinet Minister of the State of Goa.
- vii. The Chairman shall be entitled to a staff car and 200 litres fuel per month or the actual consumption of fuel whichever is less.
- viii. The chairman shall be entitled to subscription of three daily newspaper and three monthly magazine of his choice.
- ix. The Chairman shall be entitled for Personal Staff and Office Space as follows:
  - a. One Orderly.
  - b. One Stenographer.
  - c. Two Lower Division Clerks.
  - d. One Peon.
  - e. One Cook.
  - f. Security as available to a Cabinet Minister of the State of Goa.

This issue with the approval of the Government of Goa.

By order and in the name of the Governor of Goa.

*Vivek K. Naik*, Under Secretary (Home-I).  
Porvorim, 21st October, 2022.



## Department of Labour

### Notification

No. 28/02/2022-LAB/Part-III/545

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 15-09-2022 in Ref. No. IT/19/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 30th September, 2022.

## IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/19/2021

Workmen,  
Rep. by the General Secretary,  
Goa Trade and Commercial Workers' Union,  
2nd Floor, Velho's Building,  
Near Municipal Garden,  
Panaji-Goa. .... Workmen/Party-I

V/s

The Managing Director,  
M/s Chemtrols Industries Pvt. Ltd.,  
Plot No. 141/142,  
Kundaim-Goa. .... Employer/Party-II

Workmen/Party I represented by Learned Advocate  
Shri Suhaas Naik.

Employer/Party II represented by Learned Advocate  
Shri M. Naik holding for Adv. P. Chawdikar.

### AWARD

(Delivered on this the 15th day of the month of  
September of the year 2022)

By Order dated 18-10-2021, bearing No. 28/42/2021-LAB/512, the Government of Goa in exercise of powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947 (for short 'The Act'), has referred the following dispute to this Tribunal for adjudication.

"(1) *Whether the following demands raised by the Goa Trade and Commercial Workers' Union before the management of M/s Chemtrols Industries Private Limited, Plot No. 141/142, Kundaim Industrial Estate, Kundaim, Goa are justified?*

### CHARTER OF DEMANDS

#### DEMAND No. 1: FLAT-RISE IN THE BASIC SALARY:

That each worker be paid a sum of Rs. 4000/- as flat-rise in the basic salary as on 01-04-2019. The total basic salary as on 31-03-2019 PLUS the flat-rise of Rs. 4000/- per month be placed in the pay-scales given below as fitted in the appropriate stage with effect from 01-04-2019.



Grade	Designation	Pay-Scales
I. Semi Skilled	Helper, Assitant	12000-480-14400-
	Technical Operator,	700-17900-900-
	Assistant Welder,	22400-1000-27400.
	Assistant Turner, Assistant Fitter.	
II. Skilled	Welder, Fitter, Turner	13000-520-15600-
	Operator, Electrician	780-19500-1000-
	Machine Operators	24500-1200-30500.
III. Highly Skilled	Foreman, Senior	14000-560-16800-
	Welder, Senior Fitter,	840-21000-1100-
	Senior Turner, Senior	36500-1400-43500.
	Electrician , Senior Machine Operator	

**DEMAND No. 2: FIXED DEARNESS ALLOWANCE (FDA):**

That with effect from 01-04-2019 each worker be paid Rs. 2000/- per month towards Fixed Dearness Allowance (FDA).

**DEMAND No. 3: VARIABLE DEARNESS ALLOWANCE (VDA):**

That with effect from 01-04-2019 each worker be paid a Variable Dearness Allowance (VDA) @ Rs. 2.50 per point over and above base 4500 points AAICPI (1960-100). The Variable Dearness Allowance (VDA) should be revised once every quarter (once in three months).

**DEMAND No. 4: SERVICE PERIOD GIFT:**

That with effect from 01-04-2019 all the workers be made eligible to the following Service Period Gift on the basis of their seniority.

- (i) Those who have completed 10 years as on 31-03-2019 shall be paid Rs.10,000/-.
- (ii) Those who have completed 20 years as on 31-03-2019 shall be paid Rs. 20,000/-.
- (iii) Those who have completed 30 years of service and above shall be gifted with 8 gms. gold coin.

**DEMAND No. 5: CONVEYANCE ALLOWANCE:**

That with effect from 01-04-2019 each worker be paid an amount of Rs. 1500/- per month towards Conveyance Allowance.

**DEMAND No. 6: UNIFORMS AND WASHING ALLOWANCE:**

That each worker be issued 2 sets of Uniforms every year and that with effect from 01-04-2019 each worker be paid an additional sum of Rs. 200/- per month towards Washing Allowance.

**DEMAND No. 7: LEAVE FACILITIES:**

That with effect from 01-04-2019 each worker be made eligible for the following Leave Facilities:

- (i) Privilege Leave : 30 days per annum with a facility to accumulate upto 100 days and encashed.
- (ii) Casual Leave : 10 days per annum with a facility to accumulate upto 30 days.
- (iii) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days.
- (iv) Holidays : 15 days per annum. The Local Committee to discuss the list of the Holidays with the Management at the beginning of the calendar year.

**DEMAND No. 8: LEAVE TRAVEL ALLOWANCES (LTA):**

We call upon the Management to pay the following Leave Travel Allowance (LTA) for a calendar year, with effect from 01-04-2019 onwards:

- Grade-I : Rs. 15,000
- Grade-II : Rs. 17,500
- Grade-III : Rs. 20,000

**DEMAND No. 9: SAFETY SHOES/RAINCOATS:**

That 2 pairs of Safety-shoes and Raincoats be issued to all workers without any discrimination every year in the month of April.

**DEMAND No. 10: MEDICAL-FACILITIES/HEALTH AND SAFETY:**

- (i) Those workers who meet with accidents "in the course of employment" ought to be paid full wages by the Company as though he/ /she is on duty. The worker should also be paid all the Medical expenses until he/she fully recuperates/recovers. All the workers should also be provided proper safety equipment while working at the shop floor.
- (ii) Those workers who cross the threshold of ESIS coverage ought to be paid Medical-Allowance @ 4.75% of the gross salary per month and be eligible to 15 days paid sick-leave.
- (iii) Every worker ought to be insured under Group Personal Accident Insurance Scheme to the extent of Five (5) lakhs covering his/ /her spouse, children's and parents.

**DEMAND No. 11: CANTEEN FACILITY:**

That each worker be provided a subsidized canteen facility wherein the prices are shared at the

ratio of 75% by the Management and 25% by the workers.

It is further demanded that a Canteen Committee be set up with equal representation from the Management and the Union to decide the Menu as well as the price to be paid to each item.

It is further demanded that as and when the workers are asked to work on Overtime or extra work more than 4 hours, he/she should be provided with free food and snacks.

**DEMAND No. 12: FESTIVAL ADVANCE:**

That with effect from 01-04-2019 all the workmen be paid a festival advance @ Rs. 20,000/- per annum and the same be recovered in 20 equal monthly installments.

**DEMAND No. 13: LOAN FACILITY:**

Every worker ought to be eligible to an Interest Free Loan of Rs. 50,000/- (Rupees Fifty thousand only) to be deducted and repaid in 50 equal installments.

**DEMAND No. 14: DEATH RELIEF:**

In case of death of any workman, he/his/her family be provided with one time Death Relief of Rs. 25,000/-.

**DEMAND No. 15: BONUS:**

That Bonus be paid to each worker @ 20% every year PLUS Dearness Allowance (DA) PLUS Variable Dearness Allowance (VDA).

**DEMAND No. 16: RETIREMENT AGE:**

That the Retirement Age of the worker may be increased from presently 58 years to 60 years of age. It is pertinent to note that now a days the children study even late ages and so also the marriages are held at late ages and the demand for retirement to 60 years is genuine in view of the present society formation.

**DEMAND No. 17: INTERIM RELIEF:**

Pending discussions, negotiations or adjudication proves on above demands, each of the workman be paid Rs. 5,000/- per month as an interim relief to be adjusted from the final settlement.

**DEMAND No. 18: PERIOD OF SETTLEMENT:**

The periodicity of the Settlement shall be specifically for a period of 3 years effective from 01-04-2019.

(2) *If answer to issue No. (1) is in negative, then to what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/19/2021 and registered AD notices were issued

to both the parties. Pursuant to service of notices, Party I filed its Claim Statement which is at Exhibit 5.

3. In justification of their demands, Party I states that Party II is in a strong financial position and is going from strength to strength. That it has assured orders and dedicated clients. That the Balance Sheet of Party II shows significant profits over the past few years. That it has enough reserves and surpluses. That the present salaries, wages and other allowances paid to Party I are a total mismatch to the efforts put up by them. That the cost of living has gone up but the salaries have remained static. That Party II is intentionally denying workmen Variable Dearness Allowance (VDA). That no proper pay-scale is made applicable to the workmen. That the payments made to Party I are lower when compared to payments made in other factories and establishments in Goa. That the workmen who have joined the Management sponsored Union have been given a wage-rise. That the workmen who have joined Unions of their choice have been denied the same. Therefore, it is prayed that the Charter of Demands of Party I be conceded in favour of the workmen with retrospective effect from 01-04-2019 along with payment of arrears.

4. During the course of proceedings, both Parties filed the Consent Terms of the Settlement along with the Memorandum of Settlement which is at Exhibit 6 Colly stating that they have arrived at a settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 and prayed that an award be passed in terms of said settlement dated 13-09-2022. The above Consent Terms have been signed by representative of Party I, Shri R. D. Mangueshkar, General Secretary of Goa Trade and Commercial Workers' Union and Adv. Suhaas Naik, Representative of Party I and Shri S. Sunil, Sr. Vice President of Party II and Adv. Prasanna Chawdikar, Representative of the Party II. An amicable settlement was arrived between both the Parties on the following terms and conditions:

**TERMS OF SETTLEMENT**

**1. WAGE STRUCTURE:**

(a) It is agreed by and between the Parties that the Management shall pay a rise of 19% on the gross wages of each of the workman on the gross salary presently paid to them on 31-03-2022 and the same shall be paid as wages w.e.f. 01-04-2022 to all the employees listed in Annexure 'A' of the Settlement.

(b) It is also agreed that for those workmen whose increments amounts to less than Rs. 5,000.00, Management agreed to compensate them additionally with a maximum of Rs. 500/- extra or until

the gross amount of increment reaches Rs. 5,000/- per month other than 18% increase.

(c) The Management thereafter shall pay an increase of 10% on the gross wages as on 31-03-2023 and accordingly the workmen shall be paid the increase salary w.e.f. 01-04-2023. (Refer Annexure "B" attached).

(d) It is agreed by and between the Parties that the Management shall pay an additional increase of 10% on the gross wages on 31-03-2024 payable to each of the workmen from 01-04-2024 (Refer Annexure "B" attached).

## **2. PAY SCALES & OTHER ALLOWANCES:**

(a) It is agreed by and between the Parties that the Management shall pay to all the employees listed in Annexure A who are graded in SW1 and SW2 as per Annexure A of Clause (1) sub-clause (a), (b), (c) and (d) above.

(b) It is further agreed by and between the Parties that all the terms and conditions and calculations which are followed and maintained by the Company along with all other statutory payments and deductions as applicable shall be maintained.

## **3. BONUS:**

It is agreed by and between the Parties that the present system of calculation of Bonus shall be followed and employees shall be paid Bonus @ 10% of the Basic Salary every month.

## **4. LOAN FACILITY:**

It is agreed by and between the Parties that due to cash flow situation, interest free loan is discontinued. However, if there are some extreme emergency cases, same will be reviewed and discussed on case to case basis.

## **5. CANTEEN:**

It is agreed by and between the Parties that existing facility will be continued.

## **6. OVERTIME:**

It is agreed by and between the Parties that existing facility will be continued.

## **7. SITE ALLOWANCE:**

It is agreed by and between the Parties that existing facility will be continued.

## **8. SERVICE PERIOD GIFT:**

It is agreed by and between the Parties that the Management shall reinstate the Service Period Gift to its employees. However, due to the financial situation of the Company, the same shall be treated as an added incentive from the Company side for

loyalty and not as a part of regular salary or emoluments.

## **9. UNIFORMS AND WASHING ALLOWANCE:**

(a) The present practice of providing 2 sets of Uniforms to each workman in the month of January, every year shall be followed.

(b) The existing practice of Washing Allowance shall continue.

## **10. LEAVE FACILITIES:**

The existing present practice will be followed. The Union Local Committee and Management will finalize the list of the Holidays at the beginning of every year in the month of January.

## **11. LEAVE TRAVEL ALLOWANCE:**

It is agreed by and between the Parties that the Management agrees to increase the Leave Travel Allowance (LTA) by an additional of Rs. 5,000/- extra on the amount presently paid to each workman for the block period and the Leave Travel Allowance (LTA) payable effective 2022 will be Rs. 15,000/- for the block period.

## **12. SAFETY SHOES AND RAINCOATS:**

(a) It is agreed by and between the Parties that the Management will provide one pair of Safety Shoes every year.

(b) The Management also agrees to provide one set of Raincoat of good, durable and branded quality once in every two years.

## **13. MEDICAL FACILITIES/HEALTH & SAFETY:**

Those workers who meet with an accident while on duty/'in the course of employment' ought to be paid full wages by the Company as though he/she is on duty. The worker should also be paid all the Medical expenses until he/she fully recuperates/recovers. All the workers should also be provided with proper Safety equipment while working on the shop floor.

## **14. RETIREMENT AGE:**

The Management refused to agree to extend the present Retirement Age of 58 years to 60 years. However, the Union proposed that any employee when reaches the 58 years of retirement, the said employee be paid 2 additional increment @ 7% on the Basic wage at the beginning of the retiring year of the said employee. It is finally agreed that an increase of 10% will be paid on the Basic Wage of the employee in the beginning of the retiring year in addition to the regular increase as per the agreement.

## **15. ARREARS:**

It is agreed by and between the Parties that the



arrears payable to each of the employee for the month of April, May, June and July, 2022 shall be paid in one or more installment after deducting the Union Contribution and shall be paid to the workmen at the earliest possible date on or before end of Dec. 22.

#### 16. UNION DEDUCTIONS:

It is agreed by and between the Parties that an amount increase in April, 2022 for each employee shall be deducted by the Management from the rise of the 1-month payable to each of the beneficiary who were on the roles of the Union and the amount so deducted shall be paid by Demand Draft (DD) to the Goa Trade and Commercial Workers' Union.

#### 17. OTHER FACILITIES:

(a) It is agreed by and between the Parties that the present facilities, service conditions, privileges which are not specifically dealt and mentioned in the Agreement from either side shall continue uninterrupted.

(b) Both the Parties agreed to co-operate with each other. It is further agreed that terms and conditions, practices and privileges which are not specifically mentioned in the Agreement. However, the same are covered in the earlier Agreements signed in the past shall continue and both the Parties shall agree to adhere with the same.

(c) It is agreed by and between the Parties that on confirmation, the confirmed employees shall be made eligible with all the facilities and service conditions in par with other employees in the Company.

18. It is agreed by and between the Parties that all the demands raised by the Union in the Charter of Demands dated 28-11-2020 which is presently under adjudication under Ref. No. IT/19/2021 stands conclusively settled. Both the Parties agreed to file the consent terms in the said case before the Industrial Tribunal requesting to pass a Consent Order in view of the consent reference.

19. Management requested support from workers to maintain the discipline on Timings/attendance and to avoid usage of mobiles in shopfloor considering safety of stakeholders. Also it was mutually agreed workers will deposit Mobiles at security with immediate effect and ensure proper attendance timings.

#### 20. PERIOD OF SETTLEMENT:

It is agreed by and between the Parties that this Settlement shall be effective from 01-04-2022 to 31-03-2025 and shall continue to be for a period of three years binding on both the Parties until it is terminated by either Parties as per the provisions of Industrial Disputes Act, 1947.

5. I have gone through the records of the case and the above Memorandum of Settlement and I am convinced that the consent terms filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

Hence, I pass the following Order:

#### ORDER

- (i) The reference in IT/19/2021 stands awarded as per the consent terms filed by both the Parties at Exhibit 6 Colly.

The consent terms are as hereunder:

#### TERMS OF SETTLEMENT

##### 1. WAGE STRUCTURE:

(e) It is agreed by and between the Parties that the Management shall pay a rise of 19% on the gross wages of each of the workman on the gross salary presently paid to them on 31-03-2022 and the same shall be paid as wages w.e.f. 01-04-2022 to all the employees listed in Annexure 'A' of the Settlement.

(f) It is also agreed that for those workmen whose increments amounts to less than Rs. 5,000.00, Management agreed to compensate them additionally with a maximum of Rs. 500/- extra or until the gross amount of increment reaches Rs. 5,000/- per month other than 18% increase.

(g) The Management thereafter shall pay an increase of 10% on the gross wages as on 31-03-2023 and accordingly the workmen shall be paid the increase salary w.e.f. 01-04-2023 (Refer Annexure "B" attached).

(h) It is agreed by and between the Parties that the Management shall pay an additional increase of 10% on the gross wages on 31-03-2024 payable to each of the workmen from 01-04-2024 (Refer Annexure "B" attached).

##### 2. PAY SCALES & OTHER ALLOWANCES:

(c) It is agreed by and between the Parties that the Management shall pay to all the employees listed in Annexure A who are graded in SW1 and SW2 as per Annexure A of Clause (1) sub-clause (a), (b), (c) and (d) above.

(d) It is further agreed by and between the Parties that all the terms and conditions and calculations which are followed and maintained by the Company along with all other statutory payments and deductions as applicable shall be maintained.

**3. BONUS:**

It is agreed by and between the Parties that the present system of calculation of Bonus shall be followed and employees shall be paid Bonus @ 10% of the Basic Salary every month.

**4. LOAN FACILITY:**

It is agreed by and between the Parties that due to cash flow situation, interest free loan is discontinued. However, if there are some extreme emergency cases, same will be reviewed and discussed on case to case basis.

**5. CANTEEN:**

It is agreed by and between the Parties that existing facility will be continued.

**6. OVERTIME:**

It is agreed by and between the Parties that existing facility will be continued.

**7. SITE ALLOWANCE:**

It is agreed by and between the Parties that existing facility will be continued.

**8. SERVICE PERIOD GIFT:**

It is agreed by and between the Parties that the Management shall reinstate the Service Period Gift to its employees. However, due to the financial situation of the Company, the same shall be treated as an added incentive from the Company side for loyalty and not as a part of regular salary or emoluments.

**9. UNIFORMS AND WASHING ALLOWANCE:**

(c) The present practice of providing 2 sets of Uniforms to each workman in the month of January, every year shall be followed.

(d) The existing practice of Washing Allowance shall continue.

**10. LEAVE FACILITIES:**

The existing present practice will be followed. The Union Local Committee and Management will finalize the list of the Holidays at the beginning of every year in the month of January.

**11. LEAVE TRAVEL ALLOWANCE:**

It is agreed by and between the Parties that the Management agrees to increase the Leave Travel Allowance (LTA) by an additional of Rs. 5,000/- extra on the amount presently paid to each workman for the block period and the Leave Travel Allowance (LTA) payable effective 2022 will be Rs. 15,000/- for the block period.

**12. SAFETY SHOES AND RAINCOATS:**

(c) It is agreed by and between the Parties that the Management will provide one pair of Safety Shoes every year.

(d) The Management also agrees to provide one set of Raincoat of good, durable and branded quality once in every two years.

**13. MEDICAL FACILITIES/HEALTH & SAFETY:**

Those workers who meet with an accident while on duty/ 'in the course of employment' ought to be paid full wages by the Company as though he/she is on duty. The worker should also be paid all the Medical expenses until he/she fully recuperates/ recovers. All the workers should also be provided with proper Safety equipment while working on the shop floor.

**14. RETIREMENT AGE:**

The Management refused to agree to extend the present Retirement Age of 58 years to 60 years. However, the Union proposed that any employee when reaches the 58 years of retirement, the said employee be paid 2 additional increment @ 7% on the Basic wage at the beginning of the retiring year of the said employee. It is finally agreed that an increase of 10% will be paid on the Basic Wage of the employee in the beginning of the retiring year in addition to the regular increase as per the agreement.

**15. ARREARS:**

It is agreed by and between the Parties that the arrears payable to each of the employee for the month of April, May, June and July, 2022 shall be paid in one or more installment after deducting the Union Contribution and shall be paid to the workmen at the earliest possible date on or before end of Dec. 22.

**16. UNION DEDUCTIONS:**

It is agreed by and between the Parties that an amount increase in April, 2022 for each employee shall be deducted by the Management from the rise of the 1-month payable to each of the beneficiary who were on the roles of the Union and the amount so deducted shall be paid by Demand Draft (DD) to the Goa Trade and Commercial Workers' Union.

**17. OTHER FACILITIES:**

(d) It is agreed by and between the Parties that the present facilities, service conditions, privileges which are not specifically dealt and mentioned in the Agreement from either side shall continue uninterrupted.

(e) Both the Parties agreed to co-operate with each other. It is further agreed that terms and conditions, practices and privileges which are not specifically mentioned in the Agreement. However, the same are covered in the earlier Agreements signed in the past shall continue and both the Parties shall agree to adhere with the same.

(f) It is agreed by and between the Parties that on confirmation, the confirmed employees shall be made eligible with all the facilities and service conditions in par with other employees in the Company.

18. It is agreed by and between the Parties that all the demands raised by the Union in the Charter of Demands dated 28-11-2020 which is presently under adjudication under Ref. No. IT/19/2021 stands conclusively settled. Both the Parties agreed to file the consent terms in the said case before the Industrial Tribunal requesting to pass a Consent Order in view of the consent reference.

19. Management requested support from workers to maintain the discipline on timings/attendance and to avoid usage of mobiles in shop floor considering safety of stakeholders. Also it was mutually agreed workers will deposit mobiles at security with immediate effect and ensure proper attendance timings.

## 20. PERIOD OF SETTLEMENT:

It is agreed by and between the Parties that this Settlement shall be effective from 01-04-2022 to 31-03-2025 and shall continue to be for a period of three years binding on both the Parties until it is terminated by either Parties as per the provisions of Industrial Disputes Act, 1947.

(ii) No order as to cost.

(iii) Inform the Government accordingly.

Sd/-  
(ANIL SCARIA)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court-I.

### Annexure "A" as on 1st April, 2022

Sr. No.	Emp. Code	Employee Name	Grade	Date of Joining	Designation	Basic as on 31-03-2022	Basic as on 01-04-2022 @ 18% increase	Total Allowance as on 31-03-2022	Total Allowance as on 01-04-2022 @ 18% increase	Gross Basic Allowance as on 01-04-2022
1	2	3	4	5	6	7	8	9	10	11
1.	W-02	Kashinath V. Gawade	SW-2	1-Jul-91	Highly Skilled	15,991	18,869	13,881	16,380	35,249
2.	W-03	Pradip Shetker	SW-2	4-Jul-91	Highly Skilled	15,999	18,879	14,422	17,018	35,897
3.	W-05	Manoj N. Bhangui	SW-2	2-Dec-91	Highly Skilled	15,991	18,869	13,881	16,380	35,249
4.	W-06	Pandurang V. Painikar	SW-2	1-Feb-92	Highly Skilled	15,991	18,869	13,881	16,380	35,249
5.	W-021	Guno Baburao Kurpaskar	SW-1	1-Apr-99	Skilled Workman	14,967	17,661	10,922	13,228	30,889
6.	W-09	Pravin Gopal Mothe	SW-1	1-Mar-08	Skilled Workman	14,570	17,193	13,379	15,787	32,98
7.	W-010	Rajesh Ganpat Pallande	SW-1	17-Mar-08	Skilled Workman	14,570	17,193	4,470	6,709	23,902
8.	W-011	Rama Lotu Naik	SW-1	20-Mar-08	Skilled Workman	14,570	17,193	14,970	7,327	24,520
9.	W-012	Raju Rohidas Khedekar	W-1	1-Aug-09	Workman	12,620	14,892	2,393	5,303	20,195
10.	W-014	Jamal M. Mujawar	SW-1	2-Aug-10	Skilled Workman	14,570	17,193	7,733	9,625	26,818
11.	W-015	Tirtharaj Krishna Nawale	SW-1	1-Sep-10	Skilled Workman	14,570	17,193	17,403	20,536	37,728
12.	W-027	Gurunath R. Malavankar	SW-1	20-Dec-10	Skilled Workman	14,570	17,193	16,178	19,090	36,283
13.	W-016	Shailesh B. Rawool	SW-1	5-Jul-11	Skilled Workman	14,570	17,193	16,845	19,877	37,070



## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 30

27TH OCTOBER, 2022

1	2	3	4	5	6	7	8	9	10	11
14.	W-018	Sanjay Shivpujan Gaud	W-1	2-Jul-12	Workman	12,620	14,892	9,690	11,934	27,311
15.	W-01	Chandrakant V. Naik	SW-2	8-May-91	Highly Skilled	15,999	18,878	14,362	16,831	35,693

**Annexure "B" as on 1st April, 2023**

Sr. No.	Emp. Code	Employee Name	Grade	Date of Joining	Designation	Basic as on 31-03-2023	Basic as on 01-04-2023 @ 18% increase	Total Allowance as on 31-03-2023	Total Allowance as on 01-04-2023 @ 10% increase	Gross Basic Allowance as on 01-04-2023
1	2	3	4	5	6	7	8	9	10	11
1.	W-02	Kashinath V. Gawade	SW-2	1-Jul-91	Highly Skilled	18,869	20,756	16,380	18,018	38,774
2.	W-03	Pradip Shetker	SW-2	4-Jul-91	Highly Skilled	18,879	20,767	17,018	18,720	39,486
3.	W-05	Manoj N. Bhangui	SW-2	2-Dec-91	Highly Skilled	18,869	20,756	16,380	18,018	38,774
4.	W-06	Pandurang V. Painikar	SW-2	1-Feb-92	Highly Skilled	18,869	20,756	16,380	18,018	38,774
5.	W-021	Guno Baburao Kurpaskar	SW-1	1-Apr-99	Skilled Workman	17,661	19,427	13,228	14,551	33,977
6.	W-09	Pravin Gopal Mothe	SW-1	1-Mar-08	Skilled Workman	17,193	18,912	15,787	17,366	36,278
7.	W-010	Rajesh Ganpat Pallande	SW-1	17-Mar-08	Skilled Workman	17,193	18,912	6,709	7,380	26,292
8.	W-011	Rama Lotu Naik	SW-1	20-Mar-08	Skilled Workman	17,193	18,912	7,327	8,060	26,972
9.	W-012	Raju Rohidas Khedekar	W-1	1-Aug-09	Workman	14,892	16,381	5,303	5,896	22,214
10.	W-014	Jamal M. Mujawar	SW-1	2-Aug-10	Skilled Workman	17,193	18,912	9,625	10,587	29,499
11.	W-015	Tirtharaj Krishna Nawale	SW-1	1-Sep-10	Skilled Workman	17,193	18,912	20,536	22,589	41,501
12.	W-027	Gurunath R. Malavankar	SW-1	20-Dec-10	Skilled Workman	17,193	18,192	19,090	20,999	39,911
13.	W-016	Shailesh B. Rawool	SW-1	5-Jul-11	Skilled Workman	17,193	18,912	19,877	21,865	40,777
14.	W-018	Sanjay Shivpujan Gaud	W-1	2-Jul-12	Workman	14,892	16,381	11,934	30,661	30,042

**Annexure "C" as on 1st April, 2024**

Sr. No.	Emp. Code	Employee Name	Grade	Date of Joining	Designation	Basic as on 31-03-2023	Basic as on 01-04-2023 @ 18% increase	Total Allowance as on 31-03-2023	Total Allowance as on 01-04-2023 @ 10% increase	Gross Basic Allowance as on 01-04-2023
1	2	3	4	5	6	7	8	9	10	11
1.	W-02	Kashinath V. Gawade	SW-2	1-Jul-91	Highly Skilled	20,756	22,832	18,018	19,819	42,651
2.	W-03	Pradip Shetker	SW-2	4-Jul-91	Highly Skilled	20,767	22,843	18,720	20,592	43,435

1	2	3	4	5	6	7	8	9	10	11
3.	W-05	Manoj N. Bhangui	SW-2	2-Dec-91	Highly Skilled	20,756	22,832	18,018	19,819	42,651
4.	W-06	Pandurang V. Painikar	SW-2	1-Feb-92	Highly Skilled	20,756	22,832	18,018	19,819	42,651
5.	W-021	Guno Baburao Kurpaskar	SW-1	1-Apr-99	Skilled Workman	19,427	21,370	14,550	16,005	37,375
6.	W-09	Pravin Gopal Mothe	SW-1	1-Mar-08	Skilled Workman	18,912	20,803	17,366	19,103	39,906
7.	W-010	Rajesh Ganpat Pallande	SW-1	17-Mar-08	Skilled Workman	18,912	20,803	7,380	8,118	28,921
8.	W-011	Rama Lotu Naik	SW-1	20-Mar-08	Skilled Workman	18,912	20,803	8,060	8,866	29,669
9.	W-012	Raju Rohidas Khedekar	W-1	1-Aug-09	Workman	16,381	18,019	5,896	6,416	24,435
10.	W-014	Jamal M. Mujawar	SW-1	2-Aug-10	Skilled Workman	18,912	20,803	10,587	11,646	32,449
11.	W-015	Tirtharaj Krishna Nawale	SW-1	1-Sep-10	Skilled Workman	18,912	20,803	22,589	24,848	45,651
12.	W-027	Gurunath R. Malavankar	SW-1	20-Dec-10	Skilled Workman	18,912	20,803	20,999	23,099	43,902
13.	W-016	Shailesh B. Rawool	SW-1	5-Jul-11	Skilled Workman	18,912	20,803	21,865	24,051	44,854
14.	W-018	Sanajy	W-1	2-Jul-12	Workman	16,381	18,019	13,661	15,027	33,046



### Department of Personnel

#### Order

No. 15/2/2020-PER/3497

On the recommendations of Goa Services Board, the Governor of Goa is pleased to transfer the following officers in the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officer, in public interest, with immediate effect:-

Sr. No.	Name	Present posting	Posted as
1	2	3	4
1.	Smt. Varsha Parab	Jt. Mamlatdar-IV, Salcete with addl. charge Jt. Mamlatdar-V, Salcete	Jt. Mamlatdar-IV, Bardez.
2.	Shri Dhiren Banavaliker	Jt. Mamlatdar-III, Bardez with addl. charge of Jt. Mamlatdar-IV, Bardez	Jt. Mamlatdar-III, Bardez, with addl. charge of Jt. Mamlatdar-V, Bardez.
3.	Shri Gaurav Gaoukar	Jt. Mamlatdar-IV, Tiswadi with addl. charge of Jt. Mamlatdar-V, Tiswadi	Jt. Mamlatdar-IV, Salcete with addl. charge of Jt. Mamlatdar-V, Salcete.
4.	Smt. Shama Narvekar alias Shama J. Arondekar	Jt. Mamlatdar-III, Salcete	Jt. Mamlatdar-II, Pernem with addl. charge of Jt. Mamlatdar-III, Pernem.
5.	Smt. Priya Samant alias Priya Kamat	Jt. Mamlatdar-V, Bardez	Jt. Mamlatdar-IV, Tiswadi with addl. charge of Jt. Mamlatdar-V, Tiswadi.

Shri Krishna Gauns, Jt. Mamlatdar-I, Salcete shall hold the charge of Jt. Mamlatdar-III, Salcete in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 17th October, 2022.

### Order

No. 7/17/2022-PER/3536

The Governor of Goa is pleased to order the transfer and posting of the following IAS officers, with immediate effect:-

Sr. No.	Name & Designation	Present posting	Posted as
1	2	3	4
1.	Smt. Sneha Gitte, IAS (AGMUT:2019)	Deputy Collector & SDO-II, Bardez	Dy. Commissioner, State Taxes thereby relieving Shri Sachin Dessai of the additional charge.
2.	Ms. Eгна Cleetus, IAS (AGMUT:2020)	Awaiting posting	Deputy Collector & SDO-II, Salcete.
3.	Ms. Yashaswini B., IAS (AGMUT:2020)	Awaiting posting	Deputy Collector & SDO-II, Bardez.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 19th October, 2022.

### Order

No. 6/5/2011-PER/3537

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer of the following Junior Scale Officer of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name of the Officer & present post	Posted as
1	2	3
1.	Shri Joao B. Fernandes, Deputy Collector & SDO-II, Salcete with additional charge of Chief Officer, Cuncolim Municipal Council	Administrator of Comunidade, South Zone with additional charge of Chief Officer, Cuncolim Municipal Council.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 19th October, 2022.

### Notification

No. 7/27/2022-PER/3465

- Read: 1) Notification No. 7/3/2019-PER/3062 dated 31-05-2022.  
2) Notification No. 7/3/2019-PER/3390 dated 29-06-2022.  
3) Notification No. 7/17/2022-PER/3848 dated 17-08-2022.  
4) Notification No. 7/21/2017-PER/3106 dated 14-09-2022.  
5) Order No. 7/21/2017-PER/3107 dated 14-09-2022.  
6) Notification No. 7/17/2022-PER/3294 dated 30-09-2022.  
7) Order No. 7/17/2022-PER/3295 dated 30-09-2022.

The Governor of Goa is pleased to appoint Shri Sarpreet Singh Gill, IAS (AGMUT:2009) as Secretary to Government, with immediate effect.

Shri Sarpreet Singh Gill, IAS, shall hold the charge of the following departments:-

Sr. No.	Name & Designation	Department
1	2	3
1.	Shri Sarpreet Singh Gill, IAS (2009) Secretary (Education)	1. Education. 2. Skill Development & Entrepreneurship.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 14th October, 2022.

### Corrigendum

No. 7/17/2022-PER/3485

Read: Order No. 7/17/2022-PER/3223 dated 27-09-2022.

In the order referred in the preamble, the words "Chief Executive Officer" may be corrected to read as "Managing Director and Chief Executive Officer".

Other contents of the order remain unchanged.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 17th October, 2022.

### Department of Power Office of the Chief Electrical Engineer

### Order

No. CEE/Estt-31-25-88/GPSC/Part/1627

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide letter No. COM/II/11/16(1)/2017/280 dated 17-10-2022, the Government is pleased to promote the following Assistant Engineers (Elect.) to the post of Executive Engineers (Elect.), Group 'A' Gazetted in the Pay Matrix Level 11 on regular basis, with immediate effect and posted at the places shown below against their names, untill further orders.

Sr. No.	Name of the Officer	Place of posting on promotion
1	2	3
1.	Shri Bharathan P. P.	O/o the Executive Engineer, Elect. Div. X, Ponda.
2.	Shri C. R. Nair Prassannakumar	O/o the Executive Engineer, Elect. Div. II (S & W), Margao.

1	2	3
3.	Shri Shashikant B. Halgekar	O/o the Executive Engineer, Elect. Div. XVI, Margao.
4.	Shri Mohamed K. S. Mujawar	O/o the Executive Engineer, Elect. Div. XIV, Verna.
5.	Shri P. V. Gangadharan	Executive Engineer (Training), O/o the Chief Electrical Engineer, Panaji.
6.	Shri Canuto Godinho	O/o the Superintending Engineer, Circle II (N), Panaji.
7.	Shri Robert L. Noronha	Executive Engineer (EHV), O/o the Chief Electrical Engineer, Panaji.
8.	Shri Ivo Dias	Executive Engineer (CVC), O/o the Chief Electrical Engineer, Panaji.
9.	Shri Avelino J. F. Rodrigues	Executive Engineer (Plg.), O/o the Chief Electrical Engineer, Panaji.
10.	Shri Santosh S. Sawant	Executive Engineer (Energy Monitoring), O/o the Chief Electrical Engineer, Panaji.
11.	Shri Suresh Jana Naik	O/o the Executive Engineer, Elect. Div. III, Ponda.
12.	Shri Ramdas Y. Salelkar, ST	Executive Engineer, (QC&S), O/o the Chief Electrical Engineer, Panaji.
13.	Shri Santana Custodio Silva, ST	O/o the Superintending Engineer, Circle I (S), Margao.
14.	Shri Uday Chandra Kudalkar, S/C	O/o the Executive Engineer, Elect. Div. VII, Curchorem.
15.	Shri Pradip Mangaldas Naik, PWD	O/o the Executive Engineer, Elect. Div. XI, Vasco.

2. The promote Officers shall be on probation for a period of two years. They should exercise an option for fixation of pay under FR-22(1) (a) (i) within one month from the date of promotion.

3. This issues with the approval of the Government vide Inward No. 568 dated 19-10-2022.

By order and in the name of the Governor of Goa.

*Stephen Fernandes*, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 19th October, 2022.



## Department of Public Health

### Order

No. 4/13/2020-II/PHD/1721

Read: Memorandum No. 4/13/2020-II/PHD/1283 dated 16-08-2022.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/30(13)/2021/149 dated 20-06-2022, the Government is pleased to appoint the following Doctors to the post of Assistant Professor in the Department of Endocrinology (Group "A" Gazetted) under the Goa Medical College, Bambolim on temporary basis in the Level-11 of Pay Matrix (Pre-revised: Pay Band-3 Rs. 15600-39100 + Grade Pay of Rs. 6600/-) with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

1. Dr. Ana Soraya Palmira Dos Remedios Monteiro.
2. Dr. Rukma Himanshu Patnekar.

The above Doctors shall be on probation for a period of two years.

The above Doctors have been declared medically fit by the Medical Board.

The character and antecedents in respect of Dr. Ana Soraya Palmira Dos Remedios Monteiro has been verified from the Office of the District Magistrate, North Goa, Panaji and there are no adverse remarks against her.

The appointment of Dr. Rukma Himanshu Patnekar is made subject to the verification of her character and antecedents. In the event of any adverse matter noticed by the Government on verification of her character and antecedents, her service will be terminated

The appointment is made against the vacancy occurred due to (i) creation of additional posts of Assistant Professor in Goa Medical College vide Order No. 4/1/2018-II/PHD/1195 dated 14-08-2019 and allotted 02 posts of Assistant Professor in the Department of Endocrinology, Goa Medical College

vide Order No. 4/1/2018-II/PHD/Part-I/3383 dated 23-10-2020.

By order and in the name of the Governor of Goa.

*Trupti B. Manerkar*, Under Secretary (Health).

Porvorim, 19th October, 2022.

### Order

No. 45/2/2009-I/PHD/1255

Read: Memorandum No. 45/2/2009-I/PHD/715 dated 19-05-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(6)/2019/555 dated 15-03-2022, Government is pleased to appoint Dr. Vineet Shambhu Sansguiri to the post of Junior Orthopaedic Surgeon (Group "A" Gazetted) under Directorate of Health Services in the Level 10 of Pay Matrix [Pay Band-3 Rs.15600-39100+Grade Pay Rs. 5400/- (pre-revised)].

Dr. Vineet Shambhu Sansguiri shall be on probation for a period of two years.

Dr. Vineet Shambhu Sansguiri has been declared medically fit by the Medical Board and that the character and antecedents has been verified by the District Magistrate, North Goa, Panaji vide letter No. 2/11/2016-MAG/VCA/Vol.II/1439 dated 11-07-2022 and it is revealed that there is nothing adverse reported against him.

Consequent upon his appointment, the above Doctor is posted at Sub District Hospital, Ponda.

By order and in the name of the Governor of Goa.

*Gautami Parmekar*, Under Secretary (Health-II).

Porvorim, 14th October, 2022.

### Certificate

No. 4/13/2020-II/PHD/1705

Read: Government Order No. 4/13/2020-II/PHD/1274 dated 19-08-2022.

Certified that the character and antecedents of Dr. Mekhala Deepak Naik, Assistant Professor, Department of Urology (Group "A" Gazetted) under Goa Medical College, Bambolim appointed vide above referred order has been verified by the Dy. Commissioner of Police, Thane City, Verification Branch, Special Branch, Office of the Commissioner of Police, Thane City, Thane West, and has revealed that there is nothing adverse against her on police



record during her stay at the given address as per police station report as on 22-08-2022.

By order and in the name of the Governor of Goa.

*Trupti B. Manerkar*, Under Secretary (Health).

Porvorim, 18th October, 2022.

### Department of Tourism

#### Order

No. 4/2(235)2022/DT/2453

Government is pleased to constitute a Committee comprising of following members to select/declare the winners of the All Goa Narkasur Vadh competition organized by this Department on the occasion of Deepotsav Festival 2022 by following all codal procedure to be held on 23rd October, 2022 at Community Centre Ground, opp. Vidhya Prabhodini School, Porvorim-Goa.

- |  |   |                   |
|--|---|-------------------|
| 1. Director of Tourism                                       | — | Member Secretary. |
| 2. Director, Information and Publicity Department            | — | Member.           |
| 3. Director, Department of Art and Culture                   | — | Member.           |
| 4. Managing Director, Goa Tourism Development Corporation    | — | Member.           |
| 5. Shri Santosh Tari, Discovery Vynotee, Nr. Bank of Baroda, | — | Member.           |

Opp. (KTC) Marcel, Community Hall, Marcel-Goa

- |   |   |         |
|---|---|---------|
| 6. Shri Kanta Gaude, Local Artist and expert in field   | — | Member. |
| 7. Shri Mayur M. Mhalshi, H. No. 210, Nr. Shree Mallikarjun Temple, Shristhal, Canacona-Goa       | — | Member. |
| 8. Shri Sujay K. Naik, H. No. 55/1/1, F-4/5, Tolleband, Davorlim, Salcete, South Goa              | — | Member. |
| 9. Shri Shubham S. Naik, H. No. 491, Haldai Vazem, Shiroda, Ponda, North Goa                      | — | Member. |
| 10. Shri Siddesh Laximikant Shet Narvekar, H. No. 514, Nr. Mallinath Temple, Bazarwad, Marcel-Goa | — | Member. |

The Committee shall scrutinize the entries and visualize the best effigy of the competition as per the terms and conditions of the competition and declare winners of the contest to the Department.

The Committee shall meet at the venue at 9.00 pm. The Committee may co-opt any expert member/stakeholder at any time, if found necessary.

*Sanjeev Ahuja*, IAS, Secretary (Tourism).  
Panaji, 21st October, 2022.

### Department of Urban Development

Directorate of Municipal Administration/Urban Development

#### Notification

No. 10/671/2015-DMA/3179

The Government has constituted a Special Purpose Vehicle (SPV) in the name and style of Imagine Panaji Smart City Development Limited (IPSCDL) for operationalizing the Smart City Projects with Board of Directors (BoD) vide Notification No. 10/671/2015-DMA/658 dated 9th June, 2016, Notification No. 10/671/2015-DMA/2170 dated 26th October, 2017, Notification No. 10/671/2015-DMA/3683 dated 08th March, 2019, Notification No. 10/671/2015-DMA/4858 dated 14th October, 2020, Notification No. 10/671/2015-DMA/4830 dated 14th January, 2021, Notification No. 10/671/2015-DMA/5282 dated 16th February, 2021, Notification No. 10/671/2015-DMA/170 dated 19th April 2021, Notification No. 10/671/2015-DMA/488 dated 26th May, 2021, Notification No. 10/671/2015-DMA/4698 dated 24th February, 2022 & Notification No. 10/671/2015-DMA/2039 dated 14th July, 2022. The Government of Goa hereby re-constitutes the Board of IPSCDL with ex officio members as per designation given in column (2) in Table A below and non ex officio members as given in Table B below:

TABLE A

Sr. No.	Designation	Name	IPSCDL Board Designation
1	2	3	4
1.	Chief Secretary, Government of Goa	Shri Puneet Kumar Goel, IAS	Chairman.
2.	Secretary (Finance), Government of Goa	Dr. V. Candavelou, IAS	Director.
3.	Secretary (Urban Development), Government of Goa	Shri Ramesh Verma, IAS	Director.
4.	Collector, North Goa	Ms. Mamu Hage, IAS	Director.
5.	Director/Addl. Secretary (Urban Development), Government of Goa	Shri Gurudas P. Pilarnekar	Director.
6.	Commissioner, Corporation of the City of Panaji	Shri Agnelo A. J. Fernandes	Director.
7.	Principal Chief Engineer, PWD, Government of Goa	Shri Uttam Parsekar	Director.

TABLE B

Sr. No.	Name	IPSCDL Board Designation
1	2	3
1.	Ms. Mamu Hage, IAS	Managing Director & CEO, IPSCDL.
2.	Shri Deepak Kochar, US (Finance), Ministry of Housing & Urban Affairs, Government of India	Director.
3.	Shri Atanasio Monserrate, Minister for Revenue, Labour & Waste Management	Director.
4.	Shri Rohit Joe Monserrate, Mayor, Corporation of the City of Panaji	Director.

The Department of Urban Development/Directorate of Municipal Administration to issue notifications reconstituting the board in respect of ex officio Members of the Board as and when there is a change of the incumbents holding the posts and for the other members as per Government order from time to time.

This is issued in supersession of all earlier Notifications issued in this regard.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Director (Municipal Administration/Urban Development) & ex officio Additional Secretary.

Panaji, 20th October, 2022.

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